AGREEMENT

between

DECATUR COUNTY SECONDARY ROAD DEPARTMENT

and

PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003
IUPAT, AFL-CIO

July 1, 2005 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between DECATUR COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the lowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time County Road Maintenance Employees, including Equipment Operators, Mechanics, Patrolmen, Rodmen, Instrumentmen-Surveyors, Truck Drivers, Working Foreman, Laborers and Inspectors, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 755, dated July 28, 1976, which excludes the County Engineer, Assistants to the Engineer, Superintendent, Foremen, Office Manager, Survey Party Chief, Secretaries, Clerical, Supervisory, confidential employees, and all other personnel excluded under Section 4 of the Public Employment Relations Act of Iowa.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 4 NO STRIKE -- NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

<u>Informal:</u> An employee shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within two (2) working days following its occurrence in an effort to resolve the problem in an informal manner <u>Grievance Steps:</u>

<u>Step 1.</u> If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisor within four (4) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within four (4) working days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the County Engineer within six (6) calendar days of the receipt of the Step 1 answer Following a meeting with the aggrieved employee and/or the Union, and the County Engineer or his designated representative, the County Engineer shall answer the grievance in writing within seven (7) working days. On each individual grievance, said time limits referred to in Step 2 may be extended upon mutual agreement of the Employer and Union.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within six (6) working days after the date of the County Engineer's answer given in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the execution of the Agreement filed under, or date the event occurred, whichever is most recent. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next

Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or lowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. If the agency to be used cannot be agreed upon, it shall be determined by a coin flip.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

As mentioned in the first paragraph of this Article, the grievance procedure is the appropriate method of resolving grievances which may arise during the term of this Agreement. If an employee formally files an alleged violation of the Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

ARTICLE 6 IMPASSE PROCEDURES

The impasse procedures provided for in Chapter 20 of the Code of lowa will be utilized if necessary to resolve negotiations. If a fact finding or arbitration panel is requested, said panel will consist of seven (7) members.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period not to exceed one hundred eighty (180) calendar days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be

terminated for any reason during the probationary period without recourse to the grievance procedure.

No permanent vacancy or newly created job classification in the bargaining unit, with the exception of the Working Foreman job classifications, will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and to have their applications considered. The Employer will indicate on the job opening the minimum qualifications and experience required. Action will be taken upon a vacancy within thirty (30) days of the posting date. For only the Laborer II, Rodman and Equipment Operator I and II job classifications, the successful job bidder will be placed into the new job classification with a fifteen (15) working day trial period. No trial period is available for the other classifications listed in Exhibit A. Within said trial period, the employee must demonstrate that he/she meets the Employer's expectations or he/she will be removed and returned to his/her former job classification. After the beginning of the first pay period after the trial period begins, the employee will be paid at the new hourly rate. Under some circumstances, the Employer may decide to extend the trial period. Qualified applicants outside the unit may be considered by the Employer after said five (5) working day posting obligation is met or after said trial period. When the Employer determines the consideration, successful job bidder, qualifications will be the primary and where qualifications between bidders are equal, seniority shall govern.

An employee that is awarded a trial period or a new job through the job bidding procedure can only exercise this privilege twice in any twelve (12) month period, and is not eligible to bid again for a one hundred eighty (180) day period.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution. Prior to any layoff a fourteen (14) calendar day advance notice will be given to the union. When the working force is to be reduced, the employee with the least job classification seniority in the job classification affected shall be the first removed. The employee removed can then replace the junior employee in the bargaining unit if he/she is qualified to perform the work. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.

- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within fourteen (14) calendar days, after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. The intent of said fourteen (14) calendar days is for the employee to give two (2) weeks notice to the other employer where he/she is working at the time of recall.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall be frozen.

ARTICLE 8 LEAVE OF ABSENCE

An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his/her accumulated sick leave may be granted a leave of absence without pay by the Employer for the duration of the illness not to exceed one hundred twenty (120) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Employer and employee. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union office. In the event an employee is off work due to a proven on-the-job illness or injury and receiving weekly benefits under the lowa Workers Compensation Law, said approved leave of absence will be granted for a period of time up to six (6) months.

An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave except as otherwise provided by state law.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications and ability, as determined by Employer The Employer's decision in this paragraph is subject to the grievance procedure.

ARTICLE 9 MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 10 UNIT WORK

Supervisors may perform bargaining unit work as in the past, but primarily for the following reasons: training; instruction; acting in situations when failure to do the work would result in damage to property, material, machinery, or equipment; and emergency situations.

ARTICLE 11 SAFETY COMMITTEE

A Safety Committee will be responsible for meeting regularly to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of three (3) people, with two (2) from the Employer, which will be the Assistant Engineer and the Road Department Foreman, and one (1) from the unit represented.

ARTICLE 12 BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in County shops. Said Union notice(s) must be signed by the Union representative of Local Union No. 2003. Anything other than official Union meeting notice(s) must be approved by the County Engineer before posting.

ARTICLE 13 EMPLOYEE DISCIPLINE

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union thirty (30) days prior to their effective date.

ARTICLE 14 VISITATION

The Business Representative of the Union who has been previously identified by the Union to the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 15 INJURY REPORTING

In case of injury due to work, or incurred while at work, all such injuries must be reported to the Engineer's office on the same day the injury is sustained.

ARTICLE 16 STEWARD

The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the unit.

ARTICLE 17 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days or work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The probable workweek for unit employees will be forty (40) hours per week. The probable regular starting time will be 7:00 AM with an unpaid lunch period from 11:30 AM to 12:00 Noon, and the probable regular quitting time at 3:30 PM, with the exception of the Yard Working Foreman, whose probable workweek will be forty-two and one-half (42 1/2) hours per week, Monday through Friday, starting at 6:45 AM and ending at 3:45 PM.

Rest Periods. The Employer shall grant, with pay, one (1) fifteen (15) minute rest period from 9:45 AM to 10:00 AM, and one (1) fifteen (15) minute rest period from 2:00 PM to 2 15 PM.

Upon immediate Supervisor's approval, on an individual employee basis, the aforementioned prescribed times and arrangements for lunch and rest periods may be changed.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance location to which each employee may be assigned.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) times the employee's straight time hourly rate for hours worked in excess of eight (8) hours in a workday or forty (40) hours in any workweek. Work performed on a recognized paid holiday will be paid for at time and one-half the employee's straight time hourly rate. Compensated time (vacation, paid holidays, funeral leave, jury duty) shall count as time worked for purpose of computing overtime. Paid sick leave does not count as time worked for the purpose of computing overtime.

Comp Time. Employees may elect to be paid for overtime in the form of compensatory time earned at the rate of one and one-half (1 1/2) times the number of hours actually worked. No more than forty (40) hours of comp time may be on the books at any one time. Accumulated comp time may be used in as little at two (2) hour increments, but the employee's supervisor must approve it, in advance. Comp time earned in excess of forty (40) hours will be paid as overtime at the rate of one and one-half (1 1/2) times the number of hours actually worked.

The workweek shall be from 12:01 AM Saturday to 12:00 Midnight Friday.

An employee called back to work after completing his/her normal shift will receive a minimum of two (2) hours at the applicable rate of pay or work.

If an employee works on a recognized paid holiday, Saturday or Sunday, the employee will not be required to take any compensatory time off work during the workweek. Whenever an employee is assigned to report in to work prior to the start time of his/her regular shift, the employee will then be allowed to work for up to eight (8) hours from the report-in time for that day, in addition to the balance of their probable workweek.

ARTICLE 18 TRANSFERS

An employee permanently transferred to a different job classification will be paid the applicable hourly rate of their new job classification.

For a long-term temporary transfer in which the employee assumes and performs the full duties and responsibilities of said new job classification, the employee shall receive the hourly rate of said new classification at the beginning of the pay period on or after the date of transfer A long-term temporary transfer is defined as being for a full pay period or more.

In no event, on a temporary transfer, will the employee's rate be less than his/her normal classification rate.

ARTICLE 19 SICK LEAVE

Probationary employees are not eligible to receive sick leave benefits during their probationary period. A regular full-time employee who has completed one hundred eighty (180) calendar days of continuous service will be credited with forty-eight (48) hours of paid sick leave. Thereafter, sick leave will be earned at the rate of eight (8) hours per month and can accumulate up to a maximum of nine hundred sixty (960) hours. However, when an employee has at least a minimum of seven hundred twenty (720) hours unused sick leave accumulated, for every forty (40) hours earned in excess of said seven hundred twenty (720) hours, the employee can have eight (8) hours additional paid vacation, so long as his/her balance does not fall below seven hundred twenty (720) hours.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury. However, for any time off work due to an injury or illness covered by Workers Compensation payments, accumulated sick leave will be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working. While on Workers Compensation Leave all employee benefits will continue to accrue.

A medical doctor's written verification of illness or injury can be required by the Employer at the employee's expense for substantiation of an illness or injury.

All earned and accumulated sick leave benefits will be paid for at one hundred percent (100%) of the employee's hourly rate.

Paid sick leave time can be used for doctor or dental appointments of the employee that cannot be scheduled after working hours. Said time used will be charged to the nearest hourly increment. Employer approval is required before the employee can be released to attend said appointment(s).

Employees who retire from County service are eligible to receive a portion of his/her accumulated sick leave. The amount the employee is eligible to receive is calculated by dividing the employee's total accumulated sick leave hours by 5 and multiplying that amount by the employee's current hourly wage rate. Retirement is defined as eligible for an receiving an retirement allowance from IPERS.

ARTICLE 20 FUNERAL LEAVE

Each regular full-time employee shall be eligible for a paid leave of absence of five (5) days in the event of the death of the employee's spouse or child. The employee will be eligible for a paid leave of absence of three (3) days in the event of the death of the employee's parents, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, step-child, step-brother and step-sister Employees shall be granted one (1) day paid funeral leave for a death of aunt, uncle, grandparents, brother-in-law, and sister-in-law. Employees shall be granted one-half (1/2) day of paid funeral leave to attend a funeral service of a former County employee or to serve as a pallbearer or to serve in a military honor guard.

Only days absent which would have been compensable workdays will be paid. No payment will be made during vacation, holidays, layoff or other leave of absence.

ARTICLE 21 HOLIDAYS

Regular full-time probationary and permanent employees, except seasonal and part-time employees, are eligible for the following paid holidays: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. An employee required to work on a holiday and fails to do so, unless excused by the Engineer, forfeits holiday pay.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. If the employee is absent only the last scheduled workday before or the first scheduled workday after the holiday as a result of personal illness or on-the-job injury, the employee shall be considered as having met these requirements. The Employer may require such evidence as it deems necessary to establish bona fide absence so as to qualify for holiday pay.

Should the Board of Supervisors decide to grant other courthouse employees more than nine (9) paid holidays, said additional holiday(s) will be celebrated by the unit employees so that the unit and courthouse employees have the same number of paid holidays.

An employee on layoff or leave of absence is not eligible for holiday pay unless written arrangements mutually agreeable between Employer and employee have been made prior to the holiday.

An employee shall be entitled to an additional vacation day when a holiday occurs during his/her time off work due to vacation.

Each employee will keep his/her immediate supervisor informed of his/her whereabouts should it become necessary to cope with an emergency situation (snow storm, ice storm, flood, tornado, etc.)

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

An eligible employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight time hourly rate for the hours worked on the holiday.

ARTICLE 22 JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, <u>Job Classifications and Straight Time Hourly Wage Rates</u>. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 23 INSURANCE

After an employee has been employed by the Employer for thirty (30) calendar days, the Employer shall provide health insurance coverage under the Alliance Select 750 (Plan 9 ISAC) or a Plan with comparable coverage and benefit levels. The health insurance coverage includes a \$25,000 death and dismemberment provision and \$750/\$1,500 deductible.

The Employer will pay the entire single coverage premium for a regular full-time employee. An employee will be provided the opportunity to purchase family coverage by paying the full family premium less the single premium.

The employee is responsible for paying a deductible of \$300.00 for single coverage and \$600.00 for family coverage. The County Co-Fund will pay additional medical deductible amounts of \$450.00 for single coverage and \$900.00 for family coverage and all co-insurance amounts above the total medical deductibles. [Prescription claims are not eligible for reimbursement from the Co-Fund.]

Each employee shall contribute \$12.00 per month to the County Co-Fund by payroll deduction and the Employer shall contribute an amount at least equal to the total employee contributions for each month and if required by usage, such additional sums as will permit the County Co-fund to continue to pay the additional deductible amounts of \$450.00 for single coverage and \$900.00 for family coverage and co-insurance amounts remaining above the total medical deductibles. Contribution to co-fund and the administration of benefits will be the same as for the other County employees participating in the health insurance plan.

The Employer maintains the right to select the insurance carriers.

The Employer agrees to continue paying the premium for \$14,000 of Term Life Insurance for each eligible regular full-time employee.

The employee may voluntarily participate in the IRS Section 125 plan as it relates to dependent insurance premiums paid by the employee.

ARTICLE 24 MILEAGE REIMBURSEMENT

The employee shall be paid the cents per mile stipulated in the Code of Iowa for all Employer-required use of employee's personal vehicle.

ARTICLE 25 JURY DUTY

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer When released from duty during working hours, the employee will report to work within two (2) hours.

ARTICLE 26 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 27 PAY PERIOD

The normal payday shall be every two (2) weeks on a Wednesday, unless a recognized paid holiday intervenes.

ARTICLE 28 VACATION

Regular full-time employees shall be credited with paid vacation each pay period according to the following schedule:

Length of Continuous Service	Vacation Time Earned		Vacation Time Credited	
	Wks/hr	hrs/yr	hours/pay period	
During Year 1	1	40	1.54	
During Years 2 thru 7	2	80	3.08	
During Years 8 thru 14	3	120	4.62	
During Years 15+	4	160	6.16	

During each payroll processing cycle, vacation used during the pay period will be deducted from the employee's vacation balance before credited vacation time is added. A negative balance must be approved in advance by the County Engineer. An employee's vacation balance may never exceed the total vacation earned in one year plus forty (40) hours. Vacation in excess of this amount will not be added to the vacation balance and will be forfeited. Each employee is responsible for managing his or her own vacation balance and for scheduling vacation through his or her supervisor.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation leave, when in his/her judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments, however, employees may use up to five (5) days in daily or half-day increments. A half-day is defined as 4.5 hours if a morning half-day is taken or 3.5 hours if an afternoon half-day is taken. Requests for less than weekly increments of vacation leave must be made at least two (2) workdays in advance, unless mutually agreed otherwise.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Upon resignation, layoff or termination (including death) from County service, an employee shall be paid for all unused vacation left at time of termination.

Vacation will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

ARTICLE 29 LONGEVITY

An employee covered by this Agreement will be granted longevity pay in accordance with the following schedule:

Continuous Full-Time Service	Cents Per Hour
After five (5) years	\$.05
After ten (10) years	\$.10
After fifteen (15) years	\$.15
After twenty (20) years	\$.20
After twenty-five (25) years	\$ 25

The above longevity pay schedule is not to be construed as being part of the base pay schedule.

ARTICLE 30 NEGOTIATIONS TIME

One (1) member of the bargaining unit shall be released from normal duties for the purpose of contract negotiations. Such released time shall be without loss of pay.

ARTICLE 31 PERSONAL LEAVE DAY

One (1) personal leave day per contract year can be taken off work with pay for each employee covered by this Agreement. Said day must be taken off work within the contract year it is earned. Only one (1) personal leave day can be carried over into the next contract year which allows for a maximum of two (2) days which can be taken off work in the applicable contract

year. Said day can be taken in no less than two (2) half (1/2) day increments. Advance notice and Employer approval are required before any personal leave time can be taken off work.

ARTICLE 32 DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration on June 30, 2007

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before September 15, 2006.

Signed this 3rd day of MarcH	
EMPLOYER SECONDARY ROAD DEPARTMENT DECATUR COUNTY By All Mark County Engineer	UNION PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003, INTERNATIONAL UNION CF PAINTERS & ALLIED TRADES, AFL-CIO
By Land L. Easten Chair, County Board of Supervisors Acknowledged by:	By
Renee Von Bokern Employer Representative	By Ratall Q. Solds

EXHIBIT A JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

	Hourly Wage Rates Effective	
Job Classification	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Working Foreman (culvert and bridge)	\$16.08	\$16.56
Working Foreman (yard)	\$15.88	\$16.36
Instrumentman-Surveyor	\$16.53	\$17.01
Engineering Technician	\$16.14	\$16.62
Inspector	\$16.14	\$16.62
Rodman	\$15.75	\$16.23
Mechanic II Mechanic I	\$16.08 \$15.75	\$16.56 \$16.23
Equipment Operator III Equipment Operator II Equipment Operator I	\$15.82 \$15.82 \$15.75	\$16.30 \$16.30 \$16.23
Laborer II Laborer I (after 6 months if performing satisfactory)	\$15.75 \$14.92	\$16.23 \$15.40 This 6 month p

(after 6 months if performing satisfactory, go to Laborer II classification. This 6 month period can be extended by mutual agreement.)

The Patrol District Operator's hourly wage rates will be \$15.94 effective July 1, 2005 and \$16.42 effective July 1, 2006.

While performing asphalt distributor, over 1,000 gallon fuel truck, and pesticide truck sprayer applicator work, the employee will receive twenty-five cents (\$.25) per hour above the employee's assigned classification rate of pay. Only one (1) employee per involved vehicle will qualify for this extra pay.

When an employee performs work on bridge construction or bridge maintenance the employee is to be paid twenty five cents (\$.25) extra per hour for each hour worked in this capacity.